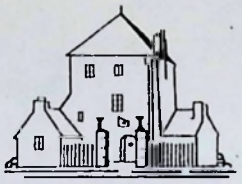

RECEIVED JUN 17 1974

RANDOM HOUSE, INC.
201 EAST 50TH STREET, NEW YORK, N.Y. 10022
TELEPHONE (212) 751-2600

Send xerox to Don Passer at Penguin in New York.

ENTERED JUN 17 1974

September 22, 1971

Return
DB

Mr. Lester Troob
Book-of-the-Month Club, Inc.
280 Park Avenue
New York, N.Y. 10017

Dear Lester:

This letter acknowledges your letter of September 13, 1971 with regard to THE LAST WHOLE EARTH CATALOGUE edited by Stewart Brand.

We are in accord and accept the terms of said letter except that in consideration of your not using the books in space advertising we agree that the minimum guaranty will be $7,500.00 rather than $10,000.00.

Sincerely yours,

RANDOM HOUSE, INC.

By Jarrett Johnson

DP:mjr

Book-of-the-Month Club, Inc., 280 Park Avenue, New York, N.Y. 10017

September 13,1971

Mr.Thomas C.F.Lowry
Random House,Inc.
201 East 50 Street
New York,N.Y. 10022

Dear Tom:

This is to confirm that you have granted us exclusive book.club rights to THE LAST WHOLE EARTH CATALOGUE, edited by Stewart Brand for a period of five years from your publication date.

We plan to sell the book through the Book-of-the-Month Club News (or by a similar announcement to the members of subsidiary book clubs or divisions of the Book-of-the-Month Club,Inc.) or by a special mailing and/or other promotional media, either as a substitute for or in addition to a main selection. Purchase of the book may entitle members to credit towards book-dividends.

We shall manufacture editions only of this book for our requirements and we understand that you will permit us to use your letterpress text plates or a final set of offset negatives for the text,dies and jacket plates for which we agree to pay you a royalty and plate rental fee of 10% of our domestic list price for each copy of our net distribution of the book to bona fide members, i.e., members who pay for at least one club selection or alternate.

It is understood that we may distribute copies of THE LAST WHOLE EARTH CATALOGUE as gifts or premiums and/or dividends to our regular subscribers in the usual course of our business. It is also understood that we may use the book for premium or gift purposes in connection with our advertising and other methods of securing new members. Premium use refers to free distribution and also current methods of obtaining new subscribers by offering a variety of individual titles for a nominal sum upon agreement to buy a specified number of books under our usual contract. We agree to pay you a royalty equal to one-half of the royalty and plate rental fee above set forth for copies so distributed.

We agree to pay you a fee of $10,000.00 constituting a minimum guaranty royalty and plate rental for the above-named book. No further payments will be due you on our net distribution of the book until the said $10,000.00 has been earned at the rates per copy mentioned above. Payment of the $10,000.00 is to be made one month after the start of our distribution of the book, or seven months from your publication date, whichever is earlier. Settlement of additional royalty and plate rental fees will be made by us thereafter on an approximately monthly basis.

We understand that RANDOM HOUSE,INC. warrants that the above-named book does not violate any copyright or other rights of ownership and contains no scandalous or libelous material or any such use of the name,portrait or picture of any

person as may be unlawful or actionable and agrees to hold Book-of-the-Month Club,Inc. harmless and indemnify it from and against any claim or claims that said book violates any copyright or other rights of ownership and/or contains defamatory or scandalous material or the unlawful or actionable use of the name,portrait or picture of any person, and will at the expense of RANDOM HOUSE,INC., with attorneys satisfactory to Book-of-the-Month Club,Inc. defend any litigation which may be instituted against Book-of-the-Month Club, Inc. arising out of any such claim or claims.

You are to make arrangements for the Canadian book club rights to the book, so that we can effect distribution to our Canadian members. Our Canadian distribution represents approximately 10% of our total distribution. Should it be necessary for us to independently negotiate for the Canadian rights, we may withhold10% of the minimum guarantee called for in this agreement in order to obtain these rights or the rights to a substitute title.

We agree not to remainder any copies of THE LAST WHOLE EARTH CATALOGUE without first obtaining your permission to this effect. In the case of any copies remaindered,no royalty will of course be due on such copies. However, if we are able to negotiate a sale above cost,we shall turn over to you the profit so made.

Kindly acknowledge your acceptance of the above arrangements if they are agreeable to you.

Sincerely,

Lester Troob

BOOK-OF-THE-MONTH CLUB,INC.
Lester Troob

LT:JB